Tel. Co. v. Hopkins, 49 Ind. 223. To prove a hiring by telegraph the dispatch received is the original. *Wilson v. R. Co.*, 31 Minn. 481; *Williams v. Brickell*, 37 Miss. 682. The rule that a letter following a previous one calling for a reply should sufficiently authenticate itself by its contents does not hold in regard to telegrams. *Howley v. Whipple*, 48 N. H. 487.

FORGERY—WHAT CONSTITUTES.—PEOPLE V. ABEEL, 91 N. Y. SUPP. 699.—*Held*, that a false letter of introduction is not a forgery at common law where it could not be considered as a means by which another could be defrauded or by which a pecuniary liability could be created.

A writing which affects no legal rights cannot be the subject of forgery. *Waterman v. People*, 67 Ill. 91. The general rule both at common law and under statute is that an instrument to be the subject of forgery must be such that if it were genuine it would have some apparent legal efficacy. *Abbott v. Rose*, 62 Me. 194; *Dixon v. State*, 81 Ala. 61. It must be valid for the purpose for which it purports to have been designed, *Anderson v. State*, 20 Tex. App. 595; and legally capable of affecting a fraud. *Terry v. Comm.*, 87 Va. 672. In *State v. Ames*, 2 Greenl. 365 and *Comm. v. Coe*, 115 Mass. 481, it is held that a letter of recommendation or testimonial of good character is subject to forgery. *Contra*, *Waterman v. People*, *supra*.

INSURANCE—CONSTRUCTION OF POLICY—TECHNICAL WORDS.—PETERSON V. MODERN BROTHERHOOD OF AMERICA, 101 N. W. 289 (IOWA.).—*Held*, that an insurance certificate entitling the insured to a certain benefit in case of the breaking of a leg, and defining such breaking as "the breaking of the shaft of the thigh bone between the hip and knee joints, or the breaking of the shafts of both bones between the knee and ankle joints" does not cover what is known as a "Pott's fracture," which is defined as the breaking of one bone between the knee and ankle joints, and the dislocation of the other or, as technically defined, the breaking of the fibula one and one-half to two inches above the joint, and of the malleolus process. Weaver and Bishop, JJ., *dissenting*.

The general rule in constructing insurance contracts is that words are to be taken in that sense to which the apparent object and intention of the parties limit them. *Robertson v. French*, 4 East 135; *Ripley v. Ætna F. Ins. Co.*, 30 N. Y. 136; *Yeaton v. Fry*, 5 Cranch 335. When a stipulation or exception in a policy is capable of two meanings, the one most favorable to the insured is to be adopted. *May, Insurance*, § 172; *Western Ins. Co. v. Cropper*, 32 Pa. 351; *Phœnix Ins. Co. v. Slaughter*, 12 Wall. 404. Words are further to be construed, not in a technical, but in a general, usual way. *May, Insurance*, § 175; *Fire Ass'n. v. Transp. Co.*, 66 Md. 339; *Universal F. Ins. Co. v. Block*, 109 Pa. 535.

INSURANCE—SEVERABLE POLICY.—DONLEY V. GLENS FALLS INS. CO., 91 N. Y. SUPP. 302.—*Held*, that breach of warranty as to title of land on which the insured building is located does not avoid the policy as to personalty situated in the building. McLennan, P. J., and Storer, J., *dissenting*.

The general rule as to insurance of building and contents is that such policy is not severable, and that forfeiture of the insurance as to the building will forfeit it also as to the contents. *Assur. Co. v. Stoddard*, 88 Ala. 606; *Bank v. Ins. Co.*, 57 Conn. 335; *Havens v. Ins. Co.*, 111 Ind. 90. In New York, however, the later cases have fully established the rule in the principal case. *Sunderlin v. Ins. Co.*, 18 Hun 522; *Woodward v. Ins. Co.*, 32 Hun

365. The New York rule is followed in some other states. *Koontz v. Ins. Co.*, 42 Mo. 126; *Ins. Co. v. Shreck*, 27 Neb. 527. There is a conflict as to what contracts are severable. Early cases, and the N. Y. cases allow severability where the policy is on separate and distinct classes of property, each of which is separately valued, although the premium is paid in gross. Later cases do not seem to follow that rule, but regard the policy as severable where the property is so situated that the risk on each item is separate and distinct, that on one item not affecting the risk on the others. *Phenix Ins. Co. v. Pickel*, 119 Ind. 155; *Loomis v. Ins. Co.*, 77 Wis. 87.

MASTER AND SERVANT—VICE PRINCIPAL.—VOGEL V. AMERICAN BRIDGE CO., 73 N. E. 1 (N. Y.).—*Held*, that where a master put a supposedly competent foreman in charge, with a sufficient supply of strong ropes for the work, and a workman was injured by the breaking of an old rope which the foreman had ordered him to use over his own protest that it was not sufficently strong, the master was not liable. Cullen C. J., Bartlett and Vann, JJ., *dissenting*.

As to who is vice principal, there are two tests: the superior officer test which prevails in Ohio and most of the states west thereof, and the non-assignable duty test which is more prevalent in the east. *Huffcutt, Agency*, 338 to 314, and cases there cited. Yet the law as to the dividing line between fellow servant and vice principal is by no means clear, as is shown by the number of decisions on this point made by divided courts. *N. P. Ry. Co. v. Peterson*, 162 U. S. 346; *Murray v. S. C. Ry. Co.*, 1 McMull. 385. Especially is this true in N. Y. *Perry v. Rogers*, 157 N. Y. 251; *Malone v. Hathaway*, 64 N. Y. 5. As a general rule, those doing the work of a servant are fellow servants, whatever their grade of service; and a servant, of whatever rank, charged with the performance of the master's duty toward his servants, is, as to the discharge of that duty, a vice principal. *Jacques v. Great Falls Mfg. Co.*, 66 N.H. 482; *Moynihan v. Hills Co.*, 146 Mass. 586. As to the rule in the Federal Courts, see 14 *Yale Law Journal* 343.

NEGLIGENCE—ICE ON SIDEWALK—LIABILITY OF LANDLORD.—CITY OF NEW CASTLE V. KURTZ, 59 ATL. 989 (PA.).—*Held*, that owners of property in the possession of a tenant with properly constructed pavements in good repair, are not liable for an injury caused by a sudden accumulation of ice thereon. Metrezat and Potter, JJ., *dissenting*.

The landlord's liabilities in respect of possession are, in general, suspended as soon as the tenant takes possession, *Cheetham v. Hampson*, 4 T. R. 318; *Mayor v. Corlies*, 2 Sandf. 301; unless he has undertaken to keep the premises in repair and the injury is occasioned by his neglect so to do. *Leslie v. Pounds*, 4 Taunt. 649. Where premises are leased with a nuisance existing on them at the time, the landlord is liable. *Irvine v. Wood*, 51 N. Y. 224; *House v. Metcatf*, 27 Conn. 631. But the landlord is not liable for a new nuisance created by the tenant during his term, *Fish v. Dodge*, 4 Denio 311; *Rich v. Basterfield*, 4 C. B. 805; but if the landlord renews the lease, knowing of the existence of the nuisance, he becomes liable. *People v. Townsend*, 3 Hill 479; *Vedder v. Vedder*, 1 Denio 257.

PUBLIC OFFICERS—QUORUM OF A BOARD—NOTICE TO ABSENT MEMBER.—AKLEY V. PERRIN, 79 PAC. 192 (IDAHO.).—*Held*, that a meeting of a board of public officers can be lawfully held by a majority of the board without giving